



101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall 5:30 P.M.

April 8, 2014

Mayor Tom Armstrong

City Council: Jill Altringer, Tami Evans, Craig Patterson

Ty Blackford and Doug Bickford

City Administrator Kelley Brown

City Clerk Rochelle Williams, City Treasurer Deb Gallagher,

City Attorneys Tom Henderson, Erik Fisk

City Engineer John Gade

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- We may disagree, but we will be respectful of one another
- All comments will be directed to the issue at hand
- Personal attacks will not be tolerated

GENERAL AGENDA ITEMS.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Presentation from Jester Park Conservation Center on Vision IA CAT Grant – Kami Rankin Community Outreach Supervisor
 - a. Request for a Letter of Support and Monetary Contribution towards a Vision IA CAT Grant - *(help to secure a Vision Iowa Grant)*
6. Proclamation Declaring the week of April 21-26 Affordable Housing Week--- *(Polk County Housing Trust Fund – information about the need for safe, stable and affordable housing)*
7. Approval of the Consent Agenda (Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration)
 - A. Minutes from meeting on March 25, 2014
 - B. Midwest Construction for Residing of Library - \$27,729 *(new siding on library)*
 - C. Alcohol License Renewal for Gortz Haus Special Class C Liquor License *(licenses are renewed annually with approval from City and State)*



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- D. INTERACTDEV, LLC for revisions to website - \$2,980 (*face lift to City website*)
- E. Iowa Dept of Transportation – \$3,882 (*cutting edges for big truck snow blade*)
- F. Municipal Supply Inc. –water meters, mxu's \$26,240.40 (*meters for new construction*)
- G. Temporary Construction Easement, Public Utility Line Easement, Surface Water Flowage Easement and Storm Sewer Easement for Hunter Farms (*part of SE 19th Street Project*)
- H. Knox Company – knox boxes \$2,550 (*rapid entry system, hold building keys for EMS*)
- I. Ford F150 Truck from Ed Stivers Ford Lincoln Inc. \$18,956 state bid price (*public works equipment*)
- J. Meadowlark South Plat 5 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (*storm water maintenance agreement*)
- K. Caymus Park Holdings, LLC Site Plan Storm Water Management Facility Maintenance Maintenance Covenant and Permanent Easement Agreement (*storm water maintenance agreement*)
- L. Accept the Settlement Agreement for Tobacco Citation from Krueger Enterprises
- M. Resolution 04-2014 Waiving The City of Grimes Right to Review the Plat of Paup Acres Plat 1 Within the Two Mile Unincorporated Area of Polk County (*the City has the right to review or waive the City's right to review on plats with two miles of the unincorporated area of Polk County*)
- N. Municipal Supply Inc. -\$3,113.20 (*change out old water meters*)
- O. Sanitary Sewer Easement for Grossman Industrial Acres Subdivision and authorize payment For easements in the amount of \$15,400 – (*payment for easements as part of the Prairie Business Park Sanitary Sewer Project*)
- P. R/T Motors Inc - \$5,540 (*concrete trailer*)
- Q. Claims dated April 8, 2014

8. Fire Chief Report

9. Patrol Report

PUBLIC AGENDA ITEMS Council may consider and potentially act on the following Public Agenda items.

- A. Public Hearing Amending The Grimes Zoning Ordinance Chapter 165B.01, 165B.02 and 165B.19 Under the Hwy 44 Mixed Use Development Corridor Overlay District
- B. First Reading on Ordinance 627 Amending The Grimes Zoning Ordinance Chapter 165B.01, 165B.02 and 165B.19 Under The Hwy 44 Mixed Use Development Corridor Overlay District
- C. Public Hearing Amending The Grimes Zoning Ordinance Chapter 165A.27 Under The Highway Mixed Use Development Corridor District
- D. First Reading on Ordinance 628 Amending The Grimes Zoning Ordinance Chapter 165A.27 Under The Highway 141 Mixed Use Development Corridor District
- E. Public Hearing and Action on Resolution No. 04-2114 Vacating Public Utility Easement In Lot 28 of Bridge Creek Plat 1



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PUBLIC FORUM

“Those people wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

COUNCIL ACTIONS

A. Continue Discussion on Request to Allow Chickens in City Limits

COUNCIL DISCUSSIONS

1. Mayor's Report
2. City Attorney's Report
3. City Engineer's Report
4. City Staff Report
5. Old Business
6. New Business
7. Recess Open Session
8. Reconvene Open Session
9. Resolution 04-2214 providing for Closed Session ref 21.5 (1) (c) potential matters in litigation and 21.5(1) (j) to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.
10. Rise from Closed Session
11. Reconvene Open Session
12. Open Session – cont
13. New Business - cont

ADJOURNMENT

Science and Nature Education

Our nation's future relies on a well-educated public to be wise stewards of the very environment that sustains us, our families, our communities, and future generations.

- Science, technology, engineering, and mathematics (STEM) educational partner
- Collaborator with local colleges to support initiatives such as ISU Program for Women in Science and Engineering and Drake environmental science survey research
- Statewide environmental education leader
- Naturalists provide environmental education to more than 22,676 children from all 10 school districts in Polk County
- Polk County Conservation staff provide 1,500 annual public programs to more than 32,861 people of all ages



Health, Wellness, and Quality of Life

People with greater connections to the outdoors contribute to a healthier environment through daily choices and actions

- Active partner with Iowa's Healthiest State initiative, Happy & Healthy Outdoors, Healthy Polk 20/20, and UnityPoint Health's Do More Outdoors
- Polk County Conservation's 20 parks, trails, and wildlife areas are visited by 1.5 million people annually
- Polk County Conservation manages and maintains more than 65 miles of paved and natural surface hiking trails
- 95% of PCC survey participants indicate spending more time outdoors after attending an outdoor education program; 89% encourage others to be active outdoors



Jester Park Conservation Center

Platforms for Discovery, Gateway to Wonder

Vision

As a Conservation Center, our focus is on citizen engagement with diverse natural systems through quality environmental education and outdoor recreation. This Center will serve as a discovery portal where people of all ages can actively and passively experience Iowa's natural heritage.



Youth will love the active hands-on discovery labs and live animal displays before they are guided outdoors to search for butterflies in the prairie, find out what lives in a wetland, hike through a woodland, or canoe on the pond.



Families will enjoy fun and educational interactive displays, activity areas, and public programming opportunities during convenient weekday and weekend hours.



Adults will gain knowledge of our park system, natural and cultural history by means of passive interpretive signage in the upper level gathering areas, observation outlooks, and public rental spaces.

Themes and Messages

The Jester Park Conservation Center will come alive through diverse and dynamic stories about our natural world and the role we play to sustain that world. Below are just a few examples of themes that will educate, inspire, excite, and "lead you outdoors".



WATER

We all live in the watershed. Educating the public on local watersheds, water quality within those watersheds, and citizen engagement to improve water quality in their backyard benefits everyone. Messaging about water will educate visitors about migration corridors, flooding, the importance of wetlands, and key water quality indicators.



NATURAL SYSTEMS

Ecological diversity and understanding the relationship humans have with the environment is critical to sustain, enrich, and improve these natural systems. Messaging about natural systems will educate visitors about habitat diversity, wildlife, natural area management, climate change, and citizen engagement in protecting our natural resources.



SUSTAINABILITY

Everything that we need for our survival and well-being depends on our natural environment. The Conservation Center will serve as a model for sustainable building practices and conservation design. Messages about sustainability will educate visitors about geothermal heating and cooling, LED and day lighting, rain gardens and barrels, local and renewable materials, and water conservation.



OUTDOOR RECREATION & HEALTH

Outdoor recreation promotes health, wellness, and quality of life for people of all ages. Enjoyment of the outdoors leads to a better appreciation of our natural world and land stewardship. Messages about outdoor recreation and health will educate, instruct, and present resources on how and where to kayak, geocache, camp, hike, fish, and bike...just to name a few.

The Process

Conservation staff is working with consultants and the public to develop high quality exhibits, displays, and programming for the Jester Park Conservation Center. Brainstorming sessions and nature center tours have led to a variety of innovative ideas that will create a dynamic destination area for visitors to enjoy and engage in for years to come. A portal of outdoor discovery for future generations.

Rochelle Williams

From: Kami Rankin <Kami.Rankin@polkcountyiowa.gov>
Sent: Tuesday, April 01, 2014 9:03 AM
To: Rochelle Williams
Subject: Jester Park Conservation Center
Attachments: EE-Health & Wellness Handout.pdf; JP CC Environmental Education Flyer.pdf; PolkCoConservation_Brochure2 - Final.pdf; Site Plans Handout.pdf

Hello Rochelle,

I am emailing you to inquire about how I can request a letter of support and small financial contribution from the City of Grimes for the Jester Park Conservation Center. I work at Polk County Conservation (PCC) and live in Grimes which is why I volunteered to contact you for this request.

The Jester Park Conservation Center will become a regional destination for outdoor enthusiasts and those wishing to learn more about conservation. It will serve as a major hub for top notch environmental education for people of all ages. See the attached documents for more information about the Center. \$4.5 million dollars has been secured for this facility. Approximately \$2 million still needs to be raised. We hope to break ground this summer or fall.

PCC submitted a Vision IA CAT grant for this Center for just over \$1 million dollars. We presented to the CAT Board a few weeks ago and received favorable comments and suggestions. One of those suggestions was to solicit letters of support and small financial contributions from our local city governments. Therefore, we are following through with their requests in hopes to secure our grant request by June.

Could you please let me know if and how I can request a letter of support and a monetary contribution of between \$5-\$10K from the City of Grimes for this project? Your support will help us secure the Vision IA grant which will get us closer to our fundraising goal and hopefully break ground this summer. This facility will be a wonderful resource for residents of Grimes!!

I think that April 8th might work the best for me to present. Please let me know what time that I should plan to speak and for how long.

Sincerely,

Kami Rankin

Polk County Conservation Community Outreach Supervisor

11407 NW Jester Park Drive

Granger, IA 50109

515-323-5363 (phone)

515-323-5354 (fax)

kami.rankin@polkcountyiowa.gov

www.leadingyououtdoors.org



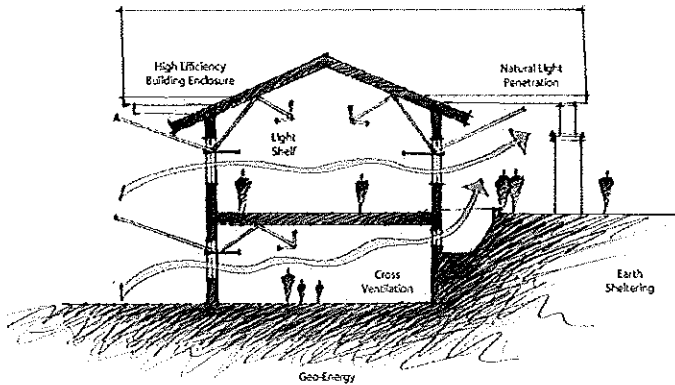
What This Is

This is a center that tells the good news story of Polk County and demonstrates the value of healthy construction. This building uses a carefully selected site, natural air flow, day lighting, local and renewable materials, water conservation, and geothermal heating/cooling (among other features) to capture the positive impacts of sensitive, thoughtful design. The spaces emphasize welcoming, learning, discovery, efficiency and safety.

Jester Park Conservation Center

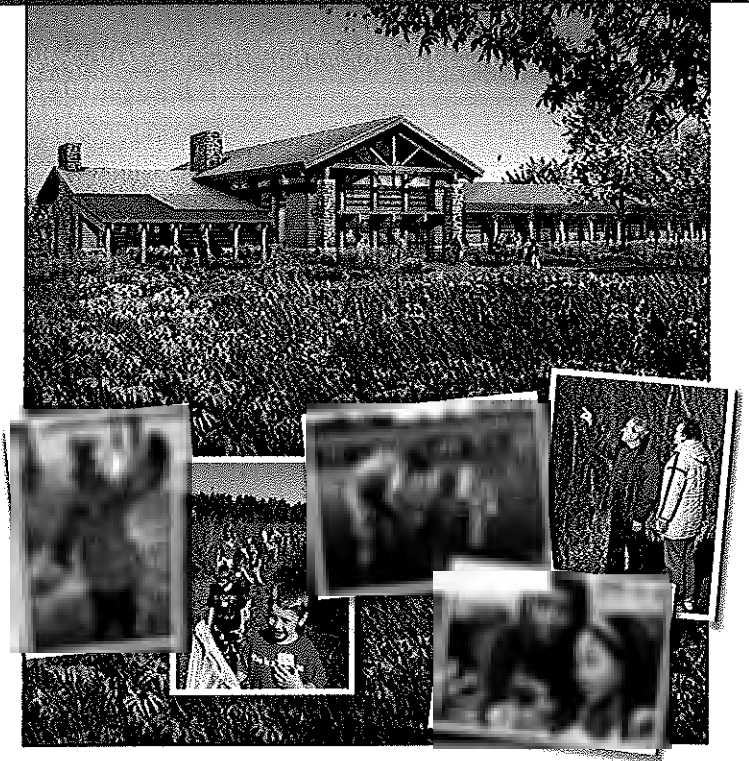
Platform for Discovery, Gateway to Wonder

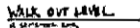
A section of the Jester Park Conservation Center demonstrates energy efficient and healthy building principles that anyone can use.



How to Do This

We propose this project as a public-private partnership that includes private donors, foundations, non-governmental organizations, and local/state and federal funding. To learn more about your role in this project, please contact the Polk County Conservation Board.





Economic Development and Tourism – a significant tourist attraction and welcome center, portal to the family of Polk County Parks, and Jester Park's new front porch. Tourists, students, educators, families and others will connect through this center to the groundbreaking natural landscape and Biscayne exhibit, restored woodlands, Saylorville Lake, and a network of nature trails to achieve Louv's goals of immersing children back into nature. Tourists will not be able to resist!

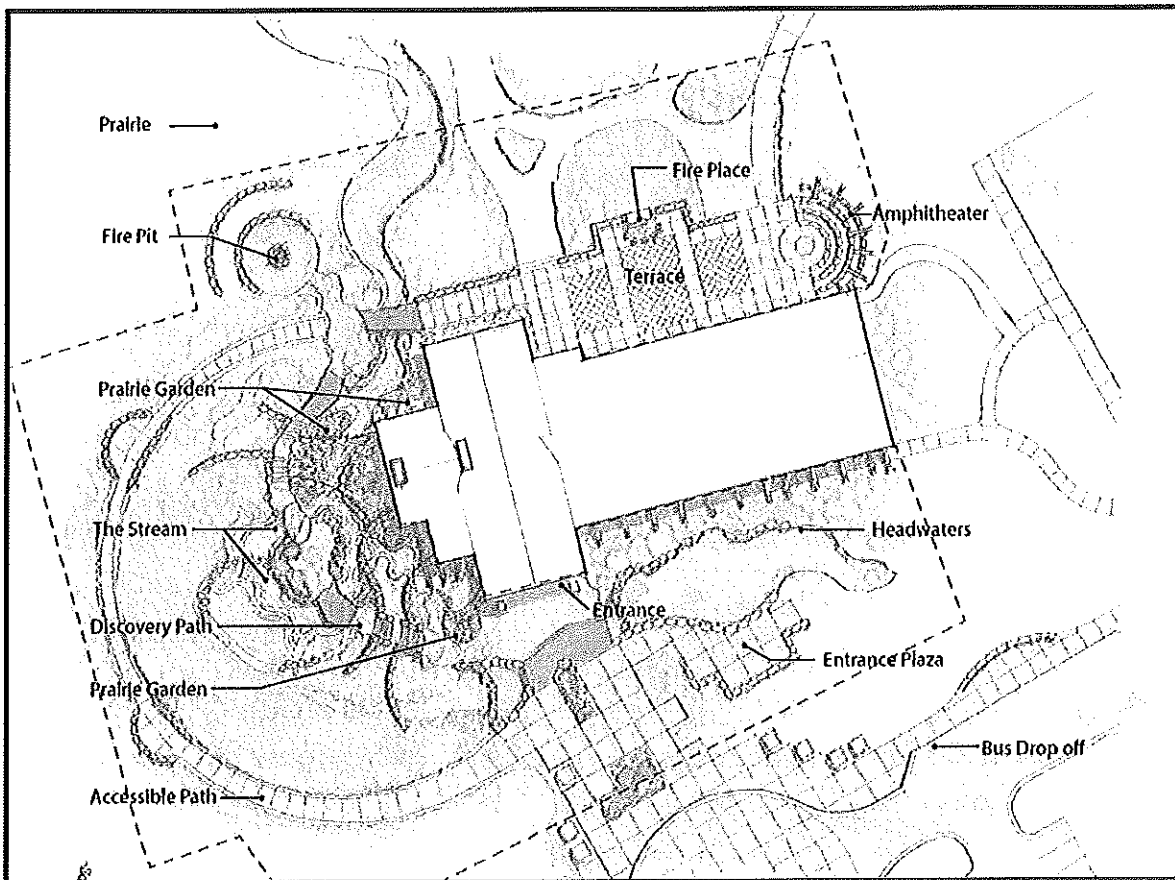
Improved Safety – Placement of a public safe room in this center addresses the need for safe haven in a storm to serve campers, picnickers, and golfers. The center provides a safe learning and work environment for visitors and staff.

Conservation Showcase – This center demonstrates conservation and sustainable design with a cost-effective approach. Students and their families will have hands-on opportunities to discover what they can do in their own homes to conserve energy, save water, and to build or remodel in a way that will save them operating and maintenance costs in the future – just like they do it at Jesler Park's Conservation Center.

Efficiency and Community Connections Enhanced – This center gives the public immediate access to Polk County Conservation staff resources and services. The information and interpretive areas welcome, orient and connect visitors to the park, the county, and the region. With modern office facilities as part of the plan, staff productivity and health improves.



Site Plans



Rochelle Williams

From: Laura A. Underwood <LUnderwood@trilixgroup.com>
Sent: Friday, March 21, 2014 3:18 PM
To: Rochelle Williams
Subject: Affordable Housing Week Proclamation 2014
Attachments: AHW_ Proclamation.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

My name is Laura Underwood and I am reaching out on the Polk County Housing Trust Fund. I was hoping to have a proclamation signed by the mayor declaring a week 'Affordable Housing Week'. Right now, all of the other major cities in Polk County have signed or will be signing. I am hoping that the City of Grimes would be interested as well.

Attached is the proclamation declaring the week of April 21-26 Affordable Housing Week. If you have any questions, feel free to let me know. Also, do you have an idea of when this will be issued? That way we can have a representative there for a publicity purposes.

Thank you for your help!

LAURA UNDERWOOD | PROJECT MANAGER
p 515.974.4717 | f 515.221.0000 | c 641.229.1322
TRILIX | 9105 Northpark Drive | Johnston, IA 50131
www.trilixgroup.com

Rochelle Williams

From: Laura A. Underwood <LUnderwood@trilixgroup.com>
Sent: Monday, March 24, 2014 8:57 AM
To: Rochelle Williams
Subject: RE: Affordable Housing Week Proclamation 2014
Attachments: AHW_ Proclamation.docx

Rochelle-

Thank you for getting back to me this morning! Below is more information in regards to the Affordable Housing Week proclamation. Attached you will find our sample proclamation, not sure what format you would like it in but let me know if it's something different.

The Polk County Housing Trust Fund is planning Affordable Housing Week for April 21st through the 26th. During this week the affordable housing community will be making a special effort to help remind and educate the community about the need for safe, stable and affordable housing.

One of the centerpieces of the week is an architectural project that is being overseen by Architects Schipper Kastner (ASK). Affordable housing will be the core of the project as area high school students use creative solutions to complete the task of designing an affordable home for a family in the Des Moines area.

Numerous activities will be partaking during the week but the most noticeable will be the Affordable Housing "Design Star" competition challenging area high school students to design affordable housing! Over 60 area high school students are participating in a competition to design an affordable home for a fictional Des Moines family. The competition is part of Affordable Housing Week being sponsored by the Polk County Housing Trust Fund.

Participating as individuals or teams the students have been given the biography of a working family of six in need of affordable housing. Interests and needs of various family members are outlined as well as limitations on costs. A vacant in-fill lot in Des Moines has been chosen as the site.

Within these limitations the students are being asked to design the most appropriate affordable home for the family. They are being assisted by local architects who have volunteered their time. Justine Bangert of ASK Studio, one of the contest's creators said, "The definition of affordable housing often has a social stigma attached to it. As architects, we strive to challenge design issues such as this every day. This event will be a great way to educate the community on what 'affordable' actually means and how it doesn't have to look any different than the house next door. We look forward to seeing student solutions and how they will interpret "affordable housing".

Here is a link to our event calendar where you can find all the Affordable Housing Week activities...
<http://www.pchtf.org/calendar/>

Thank you for your consideration! Let me know if you have further questions and if it will be alright that a representative is at the meeting for publicity purposes.

LAURA UNDERWOOD | PROJECT MANAGER
TRILIX | p 515.974.4717 | c 641.229.1322

From: Rochelle Williams [<mailto:rwilliams@ci.grimes.ia.us>]
Sent: Monday, March 24, 2014 8:50 AM
To: Laura A. Underwood
Subject: RE: Affordable Housing Week Proclamation 2014

CITY COUNCIL MEETING

Tuesday, March 25, 2014

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, March 25, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance. Roll Call: Present: Blackford, Patterson, Altringer, Bickford, Evans

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda.

Moved by Evans, Seconded by Blackford; the agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Approval of the Consent Agenda

A. Minutes from meeting on March 11, 2014 B. Renewal of Alcohol License for AmericInn Special Class C Liquor License (*licenses are renewed yearly by City and State*) C. Accept Settlement Agreement for Tobacco Violation from Kum & Go (*accepting payment of tobacco violation*) D. Set Public Hearing on a Resolution Vacating Public Utility Easement in Lot 28 of Bridge Creek Plat 1 for April 8, 2014 (*legal notice must be published regarding hearing to vacate public utility easement*) E. Continue Agreement between City of Grimes and City State Bank as Financial Institution (*yearly agreement for banking services*) F. Request for Sewer Write Off in the amount of \$588.67 for 200 NW Sunset Lane G. Mississippi Lime – bulk lime \$3,625 (*operation chemicals*) Claims Report dated March 25, 2014 - \$300,533.45

Moved by Evans, Seconded by Blackford; the Consent Agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

MWA Quarterly Report – Ron Long

Former Council Member Ron Long who is appointed to the Metro Waste Authority Board on behalf of the City of Grimes was present to provide an update to the Council. Long advised the Executive Director Tom Haddon was leaving to take the City Administrator position for the City of West Des Moines. He advised that a replacement would be named in May. Long reminded the Council that Metro Waste would be building a 10 million dollar transfer station in Grimes. He stated that Grimes last month was No. 1 in participation for recycling. Mayor Armstrong thanked Long for his service to Grimes.

PEOPLESERVICE REPORT

Steve Robinette of PeopleService and Grimes Water and Wastewater was present. He advised that would be placing about 4 to 5,000 new reeds in the reed bed. He added that these help in filtering out heavy metals and help dry out sludge. Robinette stated that they had just had the second water main break of the season. He added that they are preparing the sanitary sewer lines for the annual cleaning. Robinette stated that one third of the city is cleaned each year. Additionally Robinette said they are going to televise the Capitol City area. Robinette advised that they had started the new Jorden Well this morning. He advised that testing samples had been taken and they would have results in two to three weeks and at that time the water will start going through the plant.

PATROL REPORT

Deputy Ballinger from the Polk County Sheriff's department was present to request a location at City facilities to have a drop off container for residents to bring old or unused prescription medications. He advised that prescription medications can get into the water supply and cause other environmental issues. He advised that they wished to use a mailbox receptacle that could have a decal on it stating that it was for prescription drug drop-off and that City Hall seemed like a good location to have one along with the fact that it would be secure. City Staff will work with Polk County in finding a location along with the look of the receptacle and get back to Council.

PUBLIC AGENDA ITEMS

A. Public Hearing Approval of Plans and Specifications and Award of Contract for the ASR Well No. 1 Well Pump and Control Building Improvements (*installation of a new ASR well pump, Demolition of existing water treatment plant equipment, installation of chemical feed systems, Installation of piping and valves, HVAC and plumbing replacement, building renovations, structural modifications and installation of associated electrical equipment*)

Mayor Armstrong opened the Public Hearing at 5:47 pm. There being no written or oral comments the hearing was closed at 5:47 pm. City Engineer Gade advised that four bids were received on the project and bids ranged from \$1,586,000 to \$1,695,700. The engineer's opinion on the project was \$1,660,000. Gade advised that the bids had been reviewed and they recommend award to C.L. Carroll Co., Inc., Des Moines, Iowa in the amount of \$1,586,000. Gade added that this company had built the City's water treatment plant.

Moved by Patterson, Seconded by Blackford; the contract for the ASR Well No. 1 Well Pump and Control building Improvements to C.L. Carroll Co. Inc., in the amount of \$1,586,000 shall be approved. Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

B. Hearing on Tobacco Citation for Krueger Enterprises, 1905 SE 37th Street (*citation has not been paid so a hearing is necessary*)

Mayor Armstrong opened the Public Hearing at 5:50 pm. City Attorney Henderson reviewed the violation with the Council along with the notices that were sent. City Attorney Henderson advised that the Mayor sign the violation stating this is the second violation and the fine needs to be paid on or before April 25, 2014 or be served a 30 day suspension of the permit holder's cigarette permit beginning April 28, 2014.

Moved by Bickford, Seconded Altringer; the tobacco citation for Krueger Enterprises, 1905 SE 37th Street and allow them the 30 days to remit the fine or face suspension of the permit holder's cigarette permit beginning April 28, 2014 shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

C. Set a Bid Date of April 17, 2014 and Public Hearing and Approval of Plans Specifications and Award of Contract for April 22, 2014 for the City Hall Interior Improvements

Moved by Patterson, Seconded by Blackford; a bid date of April 17, 2014 and a Public Hearing and Approval of Plans Specifications and Award of Contract for April 22, 2014 for the City Hall Interior Improvements shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

D. Ordinance #626 Second Reading on a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial.

Moved by Patterson, Seconded by Altringer; the Second Reading for Ordinance #626; a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Moved by Patterson, Seconded by Blackford; the Third reading of Ordinance #626; a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Moved by Patterson, Seconded by Blackford; Ordinance #626 a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial shall now pass.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PUBLIC FORUM

Brian Buehe of Grimes Chamber and Economic Development was present to address the Council. He advised that he just received a report from the 2014 Labor Shed Study that was done in conjunction with other communities. He encouraged the Council to review it and stated that it would be a great economic development piece not only for existing businesses but business looking at locating here in Grimes.

COUNCIL ACTIONS

A. 28E Intergovernmental Agreement Between The City of Grimes and the City of Urbandale for the 2014 HMA Project

Mayor Armstrong advised that this agreement is with the City of Urbandale to work jointly on the public improvement involving installation of six inches of asphalt on 142nd Street

Moved by Evans, Seconded by Patterson; the 28E Intergovernmental Agreement between the City of Grimes and the City of Urbandale for the 2014 HMA Project shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

B. Agreement for Cooperative Public Service Between Polk County, Iowa and The City of Grimes, Iowa

Mayor Armstrong advised that this agreement stated that the City agrees to provide backup role when need arises to Polk County for building inspections.

Moved by Altringer, Seconded by Blackford; the agreement for cooperative Public Service between Polk County, Iowa and the City of Grimes, Iowa shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

C. Approve Developers Agreement with Hunter Farms (part of SE 19th Street Project)

Mayor Armstrong advised that this was part of the SE 19th Street Project. He advised these documents included the petition, waiver and contract, Resolution 03-1814 authorizing settlement agreement and accepting petition and waiver and the settlement agreement between the City of Grimes and Hunter Farms.

Moved by Blackford, Seconded by Altringer; that the Developers Agreement with Hunter Farms documents shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

D. Set Special Assessment Preliminary Hearing Date for SE 19th Street for April 22, 2014

Moved by Evans, Seconded by Blackford; a special assessment preliminary hearing date for the SE 19th Street project for April 22, 2014 shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

E. Set Bid Date of April 15, 2014 and Set Public Hearing to Adopt Plans and Specification and Award of contract for SE 19th Street for April 22, 2014.

Moved by Patterson, Seconded by Bickford; a bid date of April 15, 2014 and Public Hearing to adopt plans and specifications and award of contract for the SE 19th Street for April 22, 2014 shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

F. Resolution 03-1514 Preliminary Resolution Pursuant to Section 384.42 of the Iowa code covering SE 19th Street Paving Project

Moved by Evans, Seconded by Blackford; Resolution 03-1514 Preliminary Resolution Pursuant to Section 384.42 of the Iowa code covering SE 19th Street Paving Project shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

G. Resolution 03-1614 Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule

Moved by Evans, Seconded by Blackford; Resolution 03-1614 Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

H. Resolution 03-1714 Resolution of Necessity for the SE 19th Street Paving Project

Moved by Evans, Seconded by Blackford; Resolution 03-1714 Resolution of Necessity for the SE 19th Street Paving Project shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

I. Request from R&R Realty Group to Receive TIF Rebates in Lieu of Property Tax Abatements for Development on SE 37th and SE James Street and to Request the Bonding Attorney to Start the Legal Proceedings when needed.

Moved by Bickford, Seconded by Altringer; the request from R&R Realty Group to receive TIF rebates in lieu of property tax abatements for development on SE 37th Street and SE James Street and to request the bonding attorney to start action when it is appropriate to do so shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

J. Brookridge West Development Agreement

City Engineer Gade advised that this was very similar to the other development agreements that have been done.

Moved by Patterson, Seconded by Blackford; the Brookridge West Development Agreement shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Armstrong appointed Brandon Neilson and Cris Anderson to fill the unexpired terms until January 2015 on the Park and Recreation Board.

Moved by Evans, Seconded by Blackford; that Brandon Neilson and Cris Anderson shall fill the unexpired terms until January 2015 on the Park and Recreation Board.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

2. City Attorney's Report

Attorney Henderson had no report.

3. City Engineer's Report

City Engineer Gade had no report.

4. City Staff Report

5. Old Business

a. Discussion on sale of public alleys

City Administrator Brown advised that she had been reviewing land values for the alley where adjacent property owners were interested in vacating and purchasing the alley. Brown stated that prior to the City vacating and selling the alley all easements would need to be in place. Brown will come up with a fair market value prices to take to the property owners.

6. New Business

7. Recess Open Session

Mayor Armstrong recessed open session at 6:24 pm

8. Reconvene Open Session

Mayor Armstrong reconvened open session at 6:37 pm.

9. Resolution 03-1914 providing for Closed Session Ref 21.5 1 c Potential matters in litigation

Moved by Blackford, Seconded by Altringer; Resolution 03-1914 providing for closed session ref 21.5 1 c shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

10. Rise from Closed Session

Moved by Altringer, Seconded by Bickford; to rise from closed session at 6:50 shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

11. Reconvene Open Session

Moved by Patterson, Seconded by Altringer; to reconvene open session at 6:50 shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

12. Open Session – cont.

13. New Business – cont.

ADOURNMENT

Moved by Altringer, Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:51 pm.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



1601 South Taft Avenue • Mason City, Iowa 50401-5536
2021 SE 44th CT • Grimes, Iowa 50111-4931

Invoice

Account

City of Grimes
101 N. Harvey
Grimes, IA 50111

3/25/2014	4008
Invoice Date	Invoice #
	C.O.D.
PO #	Terms

DESCRIPTION	PRICE/UNIT	AMOUNT
-------------	------------	--------

1. American Classic siding per contract dated: 12/1/13	\$27,729.00	\$27,729.00
--	-------------	-------------

Thank You!

This invoice does NOT include rotten wood.

001-410-6502.3 rw

Subtotal:	\$27,729.00
Trip Charge:	
Shipping:	
TOTAL:	\$27,729.00

Factory warranty issued upon complete payment of contract.
A service charge of 1-1/2 % per month (18%) on all past due amounts.

Pay upon receipt. Remit to:

Midwest Construction & Supply, Inc



State of Iowa
**ALCOHOLIC
BEVERAGES DIVISION**

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- > [Applicant](#)
- > [Status Of Business](#)
- > [Ownership](#)
- > [Criminal History](#)
- > [Premises](#)
- > [General Premises](#)
- > [Applicant Signature](#)
- > [Dram Cert](#)
- > [Local Endorse](#)
- > [History](#)

Privileges **BW0093587, Gortz Haus Gallery, Grimes**

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Special Class C Liquor License (BW) (Beer/Wine). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☒ Class B Native Wine Permit
- ☐ Class B Wine Permit (Carryout Wine - includes Native Wine)
- ☐ Living Quarters
- ☒ Outdoor Service
- ☒ Sunday Sales

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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Ownership BW0093587, Gortz Haus Gallery, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Betty Odgaard	417 SE 2nd Street, Grimes, IA, 50111	50.00 %	View
Richard Odgaard	417 SE 2nd Street, Grimes, IA, 50111	50.00 %	View

1

First Name:			Last Name:		
Address:					
Address Line 2:					
City:	Please Select	State:	Iowa		
Zip:					
Position:			SS#:		
Date of Birth:	MM/DD/YYYY		% of Ownership:		
			U.S. Citizen:	Please Select	No Spouse: <input type="checkbox"/>
Add					

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
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Applicant License **BW0093587, Gortz Haus Gallery, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
☐ 8 month
☐ 6 month
☐ 14 day
☐ 5 day

License Status: Pending Dram Shop

Original issue date of
license: 04/13/2011 MM/DD/YYYY

Issue date of current
license: MM/DD/YYYY

License effective
date: 04/20/2014 MM/DD/YYYY

License expiration
date: 04/19/2015 MM/DD/YYYY

Number of days
notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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INTERACTDEV, LLC
9390 Lakewood Circle
Norwalk, IA 50211

Invoice

Date 2/7/2014
Invoice # 285

Bill To

City of Grimes
Attn: Kelley Brown
101 NE Harvey Street
Grimes, IA 50111

Ship To

P.O. #
Terms

Ship Date 2/7/2014
Due Date 2/7/2014
Other

Description	Qty	Rate	Amount
half day photoshoot	1	500.00	500.00
Responsive skin template	1	200.00	200.00
property tax calculator	1	325.00	325.00
School and County Pie Chart	1	200.00	200.00
web site revisions	1	1,500.00	1,500.00
correcting web link issues caused by DNN upgrade	3	85.00	255.00T
001-610-6506 rw			
Subtotal			\$2,980.00
Sales Tax (6.0%)			\$15.30
Total			\$2,995.30
Payments/Credits			\$0.00
Balance Due			\$2,995.30

INTERACTDEV, LLC
brandon@interactdev.com
www.interactdev.com

515-707-2829

IOWA DEPARTMENT OF TRANSPORTATION

To Office: City Administrators/Iowa County Engineers

Date: March 14, 2013

Attention: Streets Superintendents/County Engineers

From: Tammy Warden-Lang, Phone 515-239-1047 Fax 515-817-6586

Office: Support Services-Inventory Management

Subject: Letting of Cutting Edges

Please forward this document to the person that orders the above listed commodities.

The Iowa Department of Transportation will be holding a letting for Cutting Edges. If you would like to be included, please complete and return the form for your requirements for the winter of 2014 - 2015.

The DOT will consider this as an order and will invoice for those items when they are delivered.

The order form is on the back of this page,
please complete and return to the address listed below.

- Standard drag blades are 6"wide instead of 8"wide.
- The DOT Distribution Center may not have blades available for sale to Political Subdivisions if your quantities are not included at this time.

All requests must be received by April 30, 2014

Please type or print the following information:

City/County Name Grimes, Iowa Deliver to: 901 NE Main street

Mailing Address 101 NE Harvey Str

City Grimes Zip Code 50111 Contact Person Joe McAreavy
(Please Print)

Authorized Person Joe McAreavy Telephone No. (515) 2085822 Date 3/26/14

Email JMcareavy@ci.grimes.ia.us

Items will be shipped via Iowa DOT trucks to the closest Iowa DOT Maintenance Garage

Fax to: 515-817-6586
OR

Return to: Iowa Department of Transportation

Support Services-Inventory Management

Tammy Warden-Lang

800 Lincoln Way

Ames, Iowa 50010

IOWA DEPARTMENT OF TRANSPORTATION

The DOT will only purchase blades that have been requested on this form.

This may be your only opportunity to order blades from the DOT Distribution Center.

Description		Size	Current Price (Subject to Change)	Dot Stock#	Quantity Requested
Standard drag blade	(Flat)	1/2" X 6" X 8'	\$49.00	002-369000	_____
Standard drag blade	(Flat)	1/2" X 6" X 11'	\$67.00	002-370200	<u>8</u>
Standard drag blade	(Flat)	1/2" X 6" X 12'	\$80.00	002-370300	<u>2</u>
Hardened grader blade	(Curved)	3/4" X 8" X 5'	\$61.00	002-371000	<u>2</u>
Hardened grader blade	(Curved)	3/4" X 8" X 6'	\$73.00	002-371750	<u>2</u>
Hardened grader blade	(Curved)	3/4" X 8" X 8'	\$97.00	002-372750	<u>2</u>
Hardened grader blade	(Curved)	3/4" X 8" X 9'	\$110.00	002-373000	_____
Carbide-insert blade	(Flat)	3/4" X 6" X 3'	\$138.00	002-370600	<u>8</u>
Carbide-insert blade	(Flat)	3/4" X 6" X 4'	\$180.00	002-370650	<u>4</u>
Carbide-underbody blade	(Flat)	7/8" X 5" X 3'	\$136.00	002-374050	<u>4</u>
Carbide-underbody blade	(Flat)	7/8" X 5" X 4'	\$178.00	002-374060	<u>2</u>

\$ 3882

P.O. No. _____

13555

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Iowa Dept of Transportation
Name _____

Address _____

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
-------	-----	------------	-------

Cutting Edges for big truck snow Blades			
--	--	--	--

\$3882.00

PURCHASE JUSTIFICATION: Replacement cutting edges

DEPARTMENT: streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 3-26-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

[Signature]
Kelley L. Brown City Administrator/Clerk

3-26-14
Date

CE Approval 4-8-14
Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

Invoice

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0555869-IN

INVOICE DATE: 3/31/2014

ORDER NUMBER:

ORDER DATE:

SHIP DATE: 3/26/2014

SALESPERSON: C. ALAN BURNHAN

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

BUYER:

CUSTOMER P.O. PO 13286		JOB NAME		SHIP VIA AL		TERMS NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
I2S5GMXX 3/4S 100G IPERL MET SM 25' 3W	EACH	76.00	76.00	0.00	116.000	8,816.00	
M510RC13W3WAL DUAL PORT WIRED MXU	EACH	76.00	76.00	0.00	124.000	9,424.00	
I4S5GLXX 1" 1000G IPERL MET SM 25' 3W	EACH	30.00	30.00	0.00	196.000	5,880.00	
C38-232.5NL 5/8"NL X 3/4", 3/4" MTR CPLG	EACH	75.00	75.00	0.00	11.000	825.00	
C38-442.625NL 1" NL METER CPLG 2 5/8" LONG	EACH	60.00	60.00	0.00	16.450	987.00	
SM50535200005 IPERL 25' 3-WIRE EXTENDER	EACH	12.00	12.00	0.00	25.700	308.40	

ORDER# 426215

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 26,240.40

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 26,240.40

TEMPORARY CONSTRUCTION EASEMENT

Preparer Information:

Daniel L. Manning
Lillis O'Malley Olson Manning Pose Templeman LLP
317 Sixth Avenue, Suite 300
Des Moines, IA 50309
515-243-8157

Taxpayer Information:

Hunter Farms
408 East Highway 30
P.O. Box 18A
Jefferson, IA 50129

Return Document To:

Daniel L. Manning
Lillis O'Malley Olson Manning Pose Templeman LLP
317 Sixth Avenue, Suite 300
Des Moines, IA 50309

Grantor:

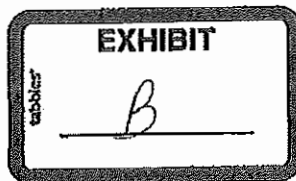
Hunter Farms

Grantee:**Legal Description:**

See Page 2.

Document or instrument number of previously recorded documents:

N/A



EASEMENT FOR TEMPORARY CONSTRUCTION

KNOW ALL PERSONS BY THESE PRESENTS:

That **HUNTER FARMS, a General Partnership**, (hereafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) to be paid by the Grantee, the receipt of which is hereby acknowledged by the Grantor, do hereby sell, grant, and convey unto **the City of Grimes** (hereafter called "Grantee"), a temporary construction Easement during the construction period over, under, through and across the following described real estate:

The South 50 feet of the North 115 feet of the NW ¼ Section 9,
Township 79 North, Range 25, West of the 5th P.M., Polk County,
Iowa, less road (2.72 acres)

(hereinafter called "Easement Area") for temporary construction purposes on the surface of said Easement Area designated above in a manner that will permit temporary construction activities associated with the SE 19th Street Improvement Project (hereafter called the "Project") and allow the Grantee the right of access, from time to time, as determined by the Grantee.

This Easement shall be subject to the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Grantee shall provide Grantor the plans and specifications for the Project so that Grantor is able to understand and consent to the work to be performed within the Easement Area, which consent shall not be unreasonably withheld.
2. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure, building or fence over or within the Easement Area without obtaining the prior written approval of the Grantee or the City of Urbandale, Iowa ("hereinafter called "City").
3. OBSTRUCTIONS PROHIBITED. Grantor shall not erect or cause to be placed on the easement area any structure, material, device, thing, or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct, impede, or otherwise interfere with the use of the Easement Area without obtaining the prior written approval of the Grantee or the City.
4. RIGHT OF ACCESS. Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures place or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with the use granted herein.

5. LIABILITY. Except as may be caused by the negligent acts or omissions of the Grantee, its employees, agents or its representatives, the Grantee shall not be liable for injury or property damage incurring in or to the Easement Area nor for property damage to any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantor agrees to indemnify and hold the Grantee, its employees, agents and representatives, harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the Grantee as well as its contractors, agents and representatives, and shall automatically terminate upon completion of the Project, but in no event shall the Easement extend beyond twelve (12) months from the date this Easement is granted, unless Grantor and Grantee mutually agree to an extension of this Easement.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
8. PROPERTY TO BE RESTORED. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in the Easement Area, the Grantee shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration.

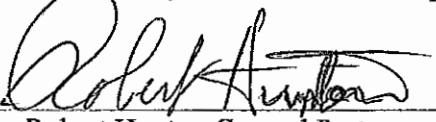
Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of March, 2014.

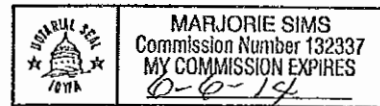
HUNTER FARMS, a General Partnership

By 
Robert Hunter, General Partner

STATE OF IOWA)
)
COUNTY OF ~~POLK~~)
 Greene

This record was acknowledged before me this 24 day of March, 2014 by Robert Hunter, General Partner, Hunter Farms, a General Partnership.

Marjorie Sims
Signature of Notary Public.



Preparer

Information: Daniel L. Manning, 317 Sixth Ave., Suite 300, Des Moines, Iowa 50309 (515) 288-6041
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

PUBLIC UTILITY LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), and to all public utilities who may require use of the Easement Area, a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

The South 10 feet of the North 75 feet of the NW $\frac{1}{4}$ of Section 9 Township 79 N Range 25 West of the 5th P.M., Polk County, Iowa, less IA 141 R.O.W. (0.54 acres);

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining various public utilities, including, but not limited to, natural gas, water, telephone and sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the



Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**
_____ is the holder of Real Estate Mortgages dated _____, filed _____, and recorded in Book _____ at Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of March, ~~2013~~ 2014

**HUNTER FARMS,
A GENERAL PARTNERSHIP**

By Robert Hunter
Robert Hunter, General Partner

STATE OF IOWA :
: SS
COUNTY OF ~~POLK~~ :
Greene

This instrument was acknowledged before me on the 24 day of March,
2013, by Robert Hunter, Partner of Hunter Farms, a General Partnership.
2014

Marjorie Sims
Notary Public in and for the State of Iowa



This Public Utility Line Easement is
consented to by:

(Bank)

By _____

Name: _____

Title: _____

STATE OF IOWA :
: SS
COUNTY OF POLK :

This instrument was acknowledged before me on the ____ day of _____,
2014, by _____, as _____ of _____.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA :
: SS
COUNTY OF POLK :

I, _____, _____ of the City of Grimes, Iowa, do hereby
certify that the within and foregoing Easement was duly approved and accepted by the City
Council of said City of Grimes by Resolution No. _____, passed on the ____ day of
_____, 2014, and this certificate is made pursuant to authority contained in said
Resolution.

Signed this ____ day of _____, 2014.

Name: _____

Title: _____

Preparer

Information:

Name	Street Address	City, State, Zip	Area Code-Phone
------	----------------	------------------	-----------------

When Recorded Return to:

City of Grimes,	101 NE Harvey St.	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City, State, Zip	Area Code-Phone

SURFACE WATER FLOWAGE EASEMENT

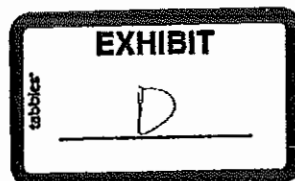
KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

A 25.00 feet wide perpetual surface water flowage easement, under, over, on, through and across the east 25' of the south 120' of north 290' of the NW ¼ of Section 9 Section 9 Township 79 North Range 25 West of the 5th P.M.; Grimes, Polk County, Iowa, (hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a rip rap drainage channel, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a free and unobstructed surface water and overland flowage, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

- I. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.



2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall be responsible for maintenance and restoration of the Easement Area, including, but not limited to, the rip rap structure constructed to prevent water erosion.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**
_____ is the holder of a Real Estate Mortgage dated _____,
and recorded _____, in Book _____ on Page _____ of the Polk
County records. By signing this Agreement, _____, its
successors and assigns consents to the terms of this easement agreement and

hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 26 day of March, 2014.

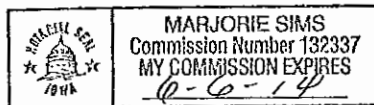
Hunter Farms

By *Derry Hunter*

Name:

Title: *General Partner*

Appropriate Notary Added Here (for Grantor)



Marjorie Sims

Consented to by _____

By _____

Name: _____

Title: _____

Appropriate Notary Added Here (for Mortgagee)

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

Preparer

Information:

Name	Street Address	City, State, Zip	Area Code-Phone
------	----------------	------------------	-----------------

When Recorded Return to:

City of Grimes,	101 NE Harvey St,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City, State, Zip	Area Code-Phone

STORM SEWER EASEMENT

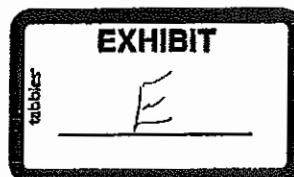
KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

A 25.00 feet wide perpetual storm sewer easement, under, over, on, through and across the east 25' of the south 105' of north 170' of the NW ¼ of Section 9 Section 9 Township 79 North Range 25 West of the 5th P.M., Grimes, Polk County, Iowa, (hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

- ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or



material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall be responsible for maintenance and restoration of the easement area and the storm sewer line and appurtenances therein.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**
_____ is the holder of a Real Estate Mortgage dated _____,

and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of March, 2014.

Darryl Hunter

By Hunter Farms

Name: _____

Title: General Partner

Appropriate Notary Added Here (for Grantor)



Marjorie Sims

Consented to by _____

By _____

Name: _____

Title: _____

Appropriate Notary Added Here (for Mortgagee)

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

AUTHORIZATION ORDER FORM

800-552-5669 • 623-687-2300 • Fax: 623-687-2290 • WWW.KNOXBOX.COM



14-041484

STATION ORDERED BY ☐ CONTRACTOR ☐ PROPERTY OWNER ☐ GOV/AGENCY

COMPANY / AGENCY **City of Grimes Grimes Fire** DATE ORDERED **03-17-14**

STREET **101 NE Harvey St** SUITE / BUILDING

CITY, ST, ZIP CODE **Grimes Iowa 50322**

CONTACT NAME **Scott Clyce** P.O. NUMBER (GOV. AGENCIES ONLY)

PHONE NUMBER **515-986-3036** E-MAIL ADDRESS **Sclyce@ci.grimes.ia.us**

Section 2 ORDER WILL NOT BE PROCESSED Without Authorized Signature

Grimes Fire & Rescue Dept
101 NE HARVEY ST
GRIMES, IA 50111-2051

Scott Clyce 3-17-14 Scott Clyce
Authorized Agency Signature and Date Print Name Clearly

PS-23-0074-06-01
System Code

IMPORTANT NOTE - Knox® Master Keys are provided to authorized agencies or other registered entities on an as-needed basis solely for use with the Knox Rapid Entry System. No other use of the Knox Master Keys or their associated codes is authorized or permitted. Knox Master Keys and Key Codes associated with the Knox Master Keys and Keyways remain the exclusive property of the Knox Company. Key Codes associated with the Knox Master Keys and Keyways are maintained by the Knox Company in Phoenix, Arizona. For questions regarding this policy, contact Knox at 800-552-5669.

Authorizing Agency Approval Signature Required to Sub-master Items

☐ Check here to Sub-master
Sub-master fee \$7.00 per keyed item.

Authorized Agency Signature

Section 3 PRE-PAYMENT INFORMATION REQUIRED

☐ Check or Money Order made payable to:
KNOX COMPANY Federal I.D. #95-3617858



EXP. DATE (MM / YY)

CARD NUMBER

NAME ON CARD

Cardholder Signature

Section 4 INSTALLATION ADDRESS REQUIRED BY AUTHORIZED AGENCY

☐ NEW HOME CONSTRUCTION ☐ RETROFIT

BUILDING NAME (WHERE ITEM WILL BE INSTALLED) - PLEASE TYPE ADDITIONAL INSTALLATION ADDRESSES ON A SEPARATE SHEET (REQUIRED BY FIRE DEPT.)

STREET ADDRESS (NO P.O. BOXES)

CITY, ST, ZIP CODE

SHIP TO ADDRESS REQUIRED ☐ SAME AS INSTAL. ADDRESS

SHIP TO CONTACT NAME

COMPANY NAME

STREET ADDRESS (NO P.O. BOXES)

CITY, ST, ZIP CODE

Section 5 ORDER PRODUCT HERE - USE ATTACHED PRICE LIST

Quantity	Part#	Weight Ea.	Price Ea.	Extended Price
10	3200		\$245.00	\$2450.00

Sub-master Fee (if required, \$7.00 ea.) \$

Shipping and Handling \$100.00

Subtotal \$

NO Taxes Required Sales Tax \$

Pre-payment Total \$2550.00

Ground Shipping & Handling

1 lb. to 7 lbs.	\$14.00	Please call Knox for quote: 75 lbs. + and/or Alaska, Hawaii, Canada
8 lbs. to 16 lbs.	\$26.00	
17 lbs. to 30 lbs.	\$40.00	
31 lbs. to 50 lbs.	\$50.00	
51 lbs. to 75 lbs.	\$60.00	

RUSH? Call for Rates and Check Box:
☐ Next Day Air ☐ 2nd Day Air

O/N

REC'D

Send this form with payment to:

KNOX COMPANY
1601 W. Deer Valley Road
Phoenix, AZ 85027

13511

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Knox Company
Name1601 W. Deer Valley Road Phoenix, AZ 85027
Address800-552-5669 - FAX 623-687-2290
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Surface 3202 Knox box	10	245. ⁰⁰	2450. ⁰⁰
shipping		100. ⁰⁰	
			2550. ⁰⁰

PURCHASE JUSTIFICATION: Code required on
new buildings.DEPARTMENT: Building Dept.

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Scott OryaDATE: 3-17-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown

Kelley L. Brown City Administrator/Clerk

3-17-14
DateCC Approval 3-25-14

Council Approval date: (if over \$2500)



Purchaser's Copy



Vendor's Copy



File Copy

[illegible]

P.O. No. _____

13348

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Stivers Ford
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>1/2 ton Ford Pickup</u>	<u>1</u>		<u>\$18956</u>

PURCHASE JUSTIFICATION: replace V-10

DEPARTMENT: _____

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: _____
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown 2-12-14
Kelley L. Brown City Administrator/Clerk Date

CE Approval 2-11-14
Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

Preparer

Information: Engineering Resource Group, Inc, 2413 Grand Ave., Des Moines, Iowa 50309 (515) 288-4823

Name	Street Address	City,State,Zip	Area Code-Phone
------	----------------	----------------	-----------------

When Recorded Return to:

City of Grimes,	101 N. Harvey,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City,State,Zip	Area Code-Phone

MEADOWLARK SOUTH PLAT 5 STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between Hubbell Metropolitan Development Fund I, LLC (Series C), and its successors and assigns, ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the **site plan**.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the **site plan** approval process. In consideration for the City's approval of Grantor's **site plan** the parties enter into this Agreement to control and address storm water runoff for the following described property:

Proposed Meadowlark South Plat 5:

Part of Outlots "T" and "V" in Meadowlark South Plat 1, an Official Plat, filed November 4, 2005, in Book 11381 at Page 324 in the Office of the Recorder for Polk County, Iowa, and part of Parcel "T" in the Southwest Quarter of Section 5, Township 79 North, Range 25 West of the 5th P.M. per that Corrected Plat of Survey filed December 14, 2006, in Book 11992 at Page 572 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Grimes, Polk County, Iowa, and being more particularly described as follows:

Beginning at the Southeast corner of Meadowlark South Plat 4, an Official Plat, filed October 18, 2013, in Book 14998 at Page 773 in the Office of the Recorder for Polk County, Iowa, a point on the East line of Outlot "V" of said Meadowlark South Plat 1; thence South 00°12'18" West, 93.75 feet along the East line of said Outlot "V"; thence Southwesterly 39.18 feet along the arc of a curve in the East line of said Outlot "V" concave northwesterly and having a radius of 25.00 feet, a central angle of 89°48'07", and a 35.29 feet long chord that bears South 45°06'21" West; thence South 00°24'11" West, 50.00 feet along the East line of said Outlot "V"; thence Southeasterly 39.36 feet along the arc of a curve in the East line of said Outlot "V" concave southwesterly and having a radius of 25.00 feet, a central angle of 90°11'53", and a 35.42 feet long chord that bears South 44°53'39" East; thence South 00°12'18" West, 96.42 feet along the East line of Outlot "V" to the Southeast corner of said Outlot "V"; thence North 89°44'36" West, 421.74 feet along the South line of said Outlot "V"; thence South 58°18'20" West, 351.32 feet along the South line of said Outlot "V" to the Northernmost corner of said Outlot "T"; thence South 38°25'06" East, 101.06 feet along

the Northeast line of said Outlot "T" to the North line of Meadowlark South Plat 2, an Official Plat, filed April 15, 2013, in Book 14741 at Page 736 in the Office of the Recorder for Polk County, Iowa; thence North 73°44'22" West, 105.72 feet along the North line of said Meadowlark South Plat 2; thence South 69°17'29" West, 168.95 feet along the North line of said Meadowlark South Plat 2; thence North 25°27'49" West, 283.92 feet; thence North 59°38'48" East, 37.26 feet to the Southwest corner of said Meadowlark South Plat 4; thence North 59°38'48" East, 610.96 feet along the South line of said Meadowlark South Plat 4; thence South 89°47'42" East, 481.13 feet along the South line of said Meadowlark South Plat 4 to the point of beginning. Containing 7.10 acres.

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of certain storm water detention areas and surface water flowage areas ("**Storm Water Management Facility**") upon, over, under, through and across the following described property:

Outlots "A" and "B" in said Proposed Meadowlark South Plat 5 to be depicted on the Final Plat thereof.

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("**Stormwater Management Concept Plan**"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Meadowlark South Homeowners Association is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Meadowlark South Homeowners Association is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Meadowlark South Homeowners Association shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Meadowlark South Homeowners Association shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The

inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.

9. Should Meadowlark South Homeowners Association fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Meadowlark South Homeowners Association to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Meadowlark South Homeowners Association shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention basin:

- a. Lawn mix grass areas - Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Prairie / Wild Flower grass areas - Burn on a regular basis, not to exceed once annually in the spring but at least every four years so as to maintain the vegetation and remove unwanted volunteer vegetation.
- c. Remove all trash, litter, debris or obstructions in the basin, in the Easement Area and any inlets or outlets located within the Easement Area.
- d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
- e. Inspect for any defects, obstructions, or any changes in the original design.
- f. Inspect and determine the depth of the pond or basin on an annual basis.
- g. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- h. Check course infiltration stone by outlet structure. Remove and replace when full of sediment.
- i. All repairs shall conform to the original design.
- j. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.

- i. Maintain the grass to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 26th day of February, 2014.

GRANTOR: Hubbell Metropolitan Development Fund I, LLC (Series C)

By: Hubbell Realty Company, Managing Member

By: [Signature]

Name: Joseph F. Pietruszynski

Title: Vice President

By: [Signature]

Name: Jennifer L. Drake

Title: Assistant Secretary

Address: 6900 Westown Parkway
West Des Moines, Iowa 50266

Meadowlark South Homeowners Association

By: [Signature]

Name: Krista A. Capp

Title: President

By: [Signature]

Name: Ashley Aust

Title: Secretary

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

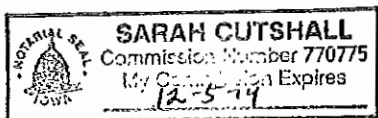
This record was acknowledged before me on the 26th day of February, 2014, by Joseph F. Pietruszynski and Jennifer L. Drake as Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, managing member for Hubbell Metropolitan Development Fund I, LLC (Series C).



[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

This record was acknowledged before me on the 26th day of February, 2014, by Krista A. Capp and Ashley Aust as President and Secretary, respectively, of Meadowlark South Homeowners Association.



[Signature]
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

Rochelle Williams

City Clerk of the City of Grimes, Iowa

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'Z', JASE LANDING; THENCE NORTH 89°44'32" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'Y', 179.10 FEET; THENCE SOUTH 89°40'36" EAST ALONG SAID NORTH LINE, 113.43 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1205.92 FEET, WHOSE ARC LENGTH IS 210.17 FEET AND WHOSE CHORD BEARS SOUTH 10°58'37" EAST, 209.91 FEET; THENCE SOUTH 69°13'55" WEST, 30.31 FEET; THENCE NORTH 20°46'05" WEST, 70.19 FEET; THENCE SOUTH 25°56'26" WEST, 36.59 FEET; THENCE NORTH 42°59'09" WEST, 70.00 FEET; THENCE NORTH 57°30'26" WEST, 42.53 FEET; THENCE SOUTH 70°56'17" WEST, 73.78 FEET; THENCE NORTH 89°59'47" WEST, 100.25 FEET; THENCE NORTH 25°53'08" WEST, 22.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.43 ACRES (18,827 SQUARE FEET).

AND

A PART OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, JASE LANDING; THENCE SOUTH 89°38'29" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Z', 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°38'29" EAST ALONG SAID NORTH LINE, 412.75 FEET; THENCE SOUTH 22°50'36" EAST, 75.16 FEET; THENCE SOUTH 00°24'59" WEST, 141.18 FEET; THENCE NORTH 14°09'17" WEST, 38.83 FEET; THENCE NORTH 14°10'36" WEST, 28.59 FEET; THENCE NORTH 29°35'12" WEST, 35.00 FEET; THENCE NORTH 37°54'38" WEST, 29.71 FEET; THENCE NORTH 45°42'30" WEST, 35.00 FEET; THENCE NORTH 53°35'57" WEST, 29.31 FEET; THENCE NORTH 61°29'23" WEST, 35.00 FEET; THENCE NORTH 79°55'33" WEST, 34.76 FEET; THENCE NORTH 78°42'23" WEST, 35.00 FEET; THENCE NORTH 84°14'35" WEST, 8.52 FEET; THENCE NORTH 89°38'29" WEST, 232.57 FEET; THENCE NORTH 0°21'31" EAST, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.40 ACRES (17,521 SQUARE FEET).

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.

8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and placed on the real estate tax bill and collected as ordinary taxes.

PART II -- Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 27 day of MARCH, 2014.

GRANTOR: Caymus Park Holdings LLC

By:

Name:

Title:

DR Rogers
DAVID B ROGERS
Owner's Representative

Address: 3980 Sheridan Dr Suite 500
Amhurst, NY 14226

STATE OF IOWA)
)SS
COUNTY OF Polk)

This instrument was acknowledged before me on the 27 day of March, 2014, by
David B. Rogers as Owners Representative of Caymus Park Holdings LLC

Ashlie A. Dickinson
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA



I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby
foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and
Roll Call No. _____, passed on the _____ day of _____, 2014, and this certificate
is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2014.

Rochelle Williams
City Clerk of the City of Grimes, Iowa

BEFORE THE GRIMES CITY COUNCIL

TOBACCO PERMIT NO. 14-006

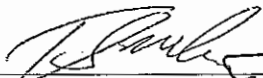
IN RE: Kum & Go #237
801 S 1st St.
Grimes, Iowa 50111

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT FIRST VIOLATION**

On this 25 day of March, 2014, the Grimes City Council has before it the attached Acknowledgment/Settlement Agreement signed by the above-captioned permit holder.

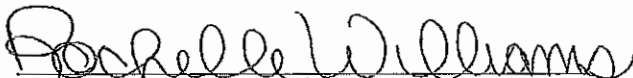
The City of Grimes FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on December 30, 2013, and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).



Mayor, City of Grimes

ATTEST BY:



Clerk, City of Grimes

3-25-14

Date

Original Filed.

Copy to:

Kum & Go #237
801 S 1st St.
Grimes, Iowa 50111



COUNTY OF POLK
Public Works Department

5885 NE 14 Street
Des Moines, Iowa 50313
Ph 515.286.3705
Fax 515.286.3437
publicworks@polkcountyiowa.gov
www.polkcountyiowa.gov

March 17, 2014

Subdivision Review: **Final Plat**
Subdivision Name: Paup Acres Plat 1
Review Date: 3/28/2014

City Hall
City of Grimes
101 N Harvey Street
Grimes, Iowa 50111

Dear Sir or Madam:

Enclosed is copy of the above referenced plat which lies in unincorporated Polk County. Under Section 354.9 of the 2013 Code of Iowa, this plat is subject to your review and approval. Please contact the owner/developer or engineer/surveyor if additional copies of the plat or review fees are required.

Please send our office copies of all comments or correspondence. Our review concludes on the Review Date listed above and any comments you have provided our office by that date will be taken into consideration.

An **original of the city council certified resolution** which approves this plat, or waives the city's right to review must be sent to: Jeff Rodda, Polk County Auditor's Office, 111 Court Avenue, Des Moines, IA 50309, so that it may be recorded after the Board of Supervisor's action. Please also send a copy of the certified resolution of the final plat to Christopher Viere of our office.

Sincerely,

Christopher Viere
Planner

CC: Bret VandeLune
Robert Rice

Air Quality	Building Inspection	Development Services	Engineering
Planning	Secondary Roads	Utilities	Weed Commission
			Weatherization

RESOLUTION 04-2014

**WAIVING THE CITY OF GRIMES RIGHT TO REVIEW THE PLAT OF PAUP
ACRES PLAT 1 WITHIN THE TWO MILE UNINCORPORATED AREA OF
POLK COUNTY.**

WHEREAS, Grimes Code of Ordinance 166.03 provides that the Planning and Zoning Commission and the Grimes City Council shall have right to waive their requirements to review plats within the two mile unincorporated area of Polk County; and,

NOW THEREFORE, Be it Resolved by the City Council of the City of Grimes, Iowa, that the Planning and Zoning Commission and the Grimes City Council shall waive the requirement to review the Plat of Paup Acres Plat 1, Polk County, Iowa.

Passed and approved this 08th day of April 2014

Thomas M. Armstrong, Mayor

ATTEST:

Rochelle Williams, City Clerk

P.O. No. _____

13521

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply Inc
Name
1550 N.E. 51st Ave. DM, IA 50313
Address
262-1300
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
2" Omni Compound Meters	2 EA	\$1,365.00	\$2,730.00
2" Flange Kits	4 EA	\$48.30	\$193.20
5" Iowa Hydrants repair kits	2 EA	\$95.00	\$190.00
			\$3,113.20
			Total = \$3,113.20

PURCHASE JUSTIFICATION: Meters to change out old. Kits to repair
broken off IA. Hydrants

DEPARTMENT: WTP

LINE ITEM: #600-810-6350.3

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Mark Devine DATE: 4/3/14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown
Kelley L. Brown City Administrator/Clerk
Date 4-4-14

VCC Approval 4-8-14
Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



March 26, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Regarding:

Prairie Business Park Sanitary Sewer project in Grimes Iowa
Authorize payment for easements from:
Robert and Eileen Grossman-Outlot X Grossman Industrial Acres Subdivision

Fox Ref. No. 8630-13C

Dear Mayor and City Council:

The owner of the parcel located in the SE corner of SE James Street and SE 37th Street wishes to develop this land but no sanitary sewer crosses or abuts the property. As part of the negotiations with the developer, the City of Grimes has agreed to extend a sanitary sewer from an existing nearby sanitary sewer.

There were two options considered. Option 1 was to extend sewer from the west end of SE 41st Street across the Baer property. Option 2 was to extend sewer from 1320' north of SE 37th Street along the east right of way line of SE James Street.

As a part of the sewer improvement project, the City of Grimes needs temporary construction easements and permanent sanitary sewer easements from either the Grossman property or the Baer property.

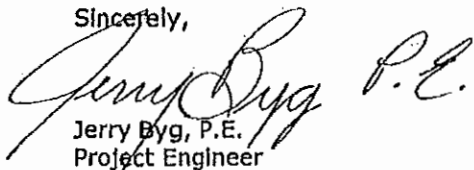
Negotiations were commenced with representatives of the Baer property. At first, it appeared that the owners were interested in the project but in the end, they decided to not cooperate with the City of Grimes.

Contact was then made with the Grossmans, and they agreed to cooperate and have executed the appropriate permanent and temporary easement documents.

We request that the City of Grimes accept the easements and authorize payment of \$15,400 to Robert and Eileen Grossman for the easements at the April 8, 2014 Council meeting.

Thank you very much.

Sincerely,



Jerry Byg, P.E.
Project Engineer

Cc: Kelley Brown, Grimes City Administrator
John Gade

Preparer

Information: **FOX Engineering** 414 South 17th Street Suite 107 Ames Iowa, 50010 (515) 233-0000
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across the west 30' of Out Lot X, Grossman Industrial Acres Subdivision, Grimes, Polk County, Iowa,

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees. The City will construct the manholes to an elevation within three feet (3') of the existing ground surface so that the manholes will not interfere with farming operations.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other



MICHELLE STREETER
Commission # 1971111
Notary Public - California
Riverside County
My Comm. Expires Mar 3, 2018

ALL PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Riverside)

On this 21 day of Feb, A.D. 2014,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert R. Grossman,

_____ to me personally known

or ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

Michelle Streeter (Sign in Ink)
Michelle Streeter (Print/Type Name)
Notary Public in and for the State of California

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s):

_____ Corporate Seal is affixed
_____ No Corporate Seal procured

☐ PARTNERS(s):
_____ Limited Partnership
_____ General Partnership
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s) or TRUSTEE(s)
_____ GUARDIAN(s) or
_____ CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):

ALL PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Riverside)

On this 21 day of Feb, A.D. 2014,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Eileen J. Grossman,

_____ to me personally known

or ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

Michelle Streeter (Sign in Ink)
Michelle Streeter (Print/Type Name)
Notary Public in and for the State of California

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s):

_____ Corporate Seal is affixed
_____ No Corporate Seal procured

☐ PARTNERS(s):
_____ Limited Partnership
_____ General Partnership
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s) or TRUSTEE(s)
_____ GUARDIAN(s) or
_____ CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):



ground cover (but not including any structures, trees or shrubs). Any field tile cut or broken during any construction will be repaired. The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

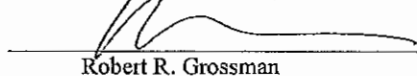
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area or the property abutting said Easement Area. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
10. **COMPENSATION.** The City will compensate Grantor the sum of \$8,500 for this Permanent Easement, and the sum of \$6,900 for the Temporary Easement executed in connection with this Permanent easement.

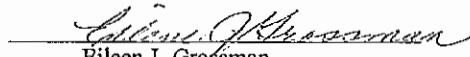
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 21 day of Feb., 2014.


Robert R. Grossman


Eileen J. Grossman

R/T Motors Inc.
1310 E. 7th Street
Atlantic, Iowa 50022
(712)-243-1222

February 13, 2014

Attn: Joe

City of Grimes

This is a new H&H Trailer Quote:

7X16 TOPLINE SERIES

7K 3500LB AXELS-TORISION

RAMP DOOR

TRANSISION FLAP ON REAR DOOR

RADIAL TIRES

LED LIGHTING

ONE INSIDE LIGHT

7K DROPLEG JACK

TRANSITION ON REAR DOOR HINGE

VNOSE UPGRADE \$177⁰⁰

THE QUOTE ON THIS TRAILER IS \$5717 - \$177 (VNOSE)
THIS QUOTE IS GOOD FOR 10 DAYS If Regular - NO VNOSE
THANK YOU FOR YOUR BUISNESS \$5540

(3 bids attached)



101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

City of Grimes Public Notice
April 8, 2014 Grimes City Council Meeting
101 N E Harvey, Grimes, Iowa
5:30 p.m.

Notice is hereby given that a PUBLIC HEARING will be held at the Grimes City Council Meeting on Tuesday, April 8, 2014 at 5:30 p.m., 101 North East Harvey Street, Grimes, Iowa, concerning the following Ordinance:

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES RENAMING CHAPTER 165B, AND AMENDING CHAPTERS 165B.01, 165B.02, 165B.17 and 165B.19 UNDER THE HWY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT

SECTION 1. Purpose. The purpose of this Ordinance is to rename and amend the Grimes Code of Ordinances Chapter 165B, Highway 44 Mixed Use Development Corridor Overlay District.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 165B be renamed, revise Section 165B.01 and 165B.02, 165B.17 and 165B.19 shall be amended to read as follows:

165B HIGHWAY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT CHAPTER

Renaming Grimes Code of Ordinances Chapter 165B Highway 44 Mixed Use Development Corridor Overlay District to Chapter 165B Transportation Corridor Mixed Use Development Overlay District. Also provide a provision that that every reference to Hwy 44 Mixed Use Development Overlay District in the Grimes Code of Ordinances shall be stricken and replaced with "Transportation Corridor Mixed use Development Overlay District Zoning District.

165B.01 PURPOSE. It is the intent of the City of Grimes that a mixed use development overlay district be created along the Highway 44 transportation corridor and the other major transportation corridors as indicated on the zoning map. at the intersection of S.E./S.W. 19th Street and James Street that will provide for a combination of permitted uses, including commercial and residential development and governmental offices in a "traditional" development pattern. This overlay district is intended to supplemental the base zone regulations within the overlay district boundaries in order to preserve the existing mix of commercial and residential uses within the district boundaries; to enhance the Highway 44 transportation corridor; to encourage new commercial and residential development in an orderly and compatible manner, including mixed commercial/residential development with residential structures above the first floor; to allow for maintenance and renovation of existing residential uses, while providing for appropriate redevelopment and/or adaptive reuse of existing residential structures; to preserve the historical resources of the City; to protect the



101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

environment; maintain and enhance "a sense of community"; and to reflect the unique development needs of the areas of the City impacted by proximity to the Highway 44 transportation corridor, the other mayor transportation corridors as indicated on the zoning map. S.E./S.W 19th Street and James Street.

This Ordinance has been made with reasonable consideration to the character of areas included in this overlay district regulation and the peculiar suitability of such areas for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land within the City.

165B.02 INTERPRETATION AND APPLICATION. The overlay zoning district created by this Ordinance is intended to function as an "overlay" to the underlying "base" zoning districts, and these regulations are in addition to the use, yard, bulk and other requirements of the applicable "base" zoning district. The two locations of this overlay zoning district shall be shown on the Official Zoning Map of the City and are referred to as Highway 44 Overlay Area 1, which is located generally along both sides of the Highway 44 corridor, and Highway 44 Overlay Area 2, which are the other mayor transportation corridors as indicated on the zoning map. which is located at the intersection of S.E./S.W. 19th Street and James Street.

165B.17 (2) B LANDSCAPING AND SCREENING.

B. The parking lot setback areas along the street side of property shall be landscaped with grass or vegetative ground cover. Low shrubs and low perennials may also be planted in these setback areas as long as they do not impact sight visibility at intersections and driveways. One over-story tree shall be planted for every forty (40) lineal feet along the street, exclusive of driveway openings, except along Highway 44. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least eight (8) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every forty (40) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one (1) shrub shall be planted every ten (10) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving. The planting of trees is not required along Highway 44 in order to preserve sight visibility and to avoid interference with street lighting.



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165B.19 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in the Chapter 165B may be waived by the City Council, after consideration by the Planning and Zoning Commission, if necessary, for reasons of safety, topographic conditions, or engineering problems, as the City Council may determine. No waiver shall be authorized or permitted for relief from any of the requirements of this Chapter for reasons related primarily to the costs of compliance or aesthetic preferences. Any person seeking a waiver under this Section shall submit a written application for the waiver to the City detailing the reasons for the waiver. Such application shall include a detailed description of the safety, topographic condition or engineering need. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Residential Development District)

Notice is hereby given that a PUBLIC HEARING will be held at the Grimes City Council Meeting on Tuesday, April 8, 2014 at 5:30 p.m., at 101 North East Harvey Street, Grimes, Iowa, concerning the following Ordinance. All interested persons may appear in person or by agent.

If you have additional questions or comments please contact Joe McAreavy at 986-3036.

Published this 20th day of March 2014
By: Rochelle Williams, City Clerk of Grimes



ORDINANCE #627

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES RENAMING Chapter 165B, AND AMENDING CHAPTERS 165B.01, 165B.02, 165B.17 and 165B.19 UNDER THE HWY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to rename and amend the Grimes Code of Ordinances Chapter 165B, Highway 44 Mixed Use Development Corridor Overlay District.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 165B be renamed, revise Section 165B.01 and 165B.02, 165B.17 and 165B.19 shall be amended to read as follows:

165B HIGHWAY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT CHAPTER

Renaming Grimes Code of Ordinances Chapter 165B Highway 44 Mixed Use Development Corridor Overlay District to Chapter 165B Transportation Corridor Mixed Use Development Overlay District. Also provide a provision that that every reference to Hwy 44 Mixed Use Development Overlay District in the Grimes Code of Ordinances shall be stricken and replaced with "Transportation Corridor Mixed use Development Overlay District Zoning District.

165B.01 PURPOSE. It is the intent of the City of Grimes that a mixed use development overlay district be created along the Highway 44 transportation corridor and the other major transportation corridors as indicated on the zoning map. ~~at the intersection of S.E./S.W. 19th Street and James Street~~ that will provide for a combination of permitted uses, including commercial and residential development and governmental offices in a "traditional" development pattern. This overlay district is intended to supplemental the base zone regulations within the overlay district boundaries in order to preserve the existing mix of commercial and residential uses within the district boundaries; to enhance the Highway 44 transportation corridor; to encourage new commercial and residential development in an orderly and compatible manner, including mixed commercial/residential development with residential structures above the first floor; to allow for maintenance and renovation of existing residential uses, while providing for appropriate redevelopment and/or adaptive reuse of existing residential structures; to preserve the historical resources of the City; to protect the environment; maintain and enhance "a sense of community"; and to reflect the unique development needs of the areas of the City impacted by proximity to the Highway 44 transportation corridor, the

other major transportation corridors as indicated on the zoning map. S.E./S.W. 19th Street and James Street.

This Ordinance has been made with reasonable consideration to the character of areas included in this overlay district regulation and the peculiar suitability of such areas for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land within the City.

165B.02 INTERPRETATION AND APPLICATION. The overlay zoning district created by this Ordinance is intended to function as an "overlay" to the underlying "base" zoning districts, and these regulations are in addition to the use, yard, bulk and other requirements of the applicable "base" zoning district. The two locations of this overlay zoning district shall be shown on the Official Zoning Map of the City and are referred to as Highway 44 Overlay Area 1, which is located generally along both sides of the Highway 44 corridor, and Highway 44 Overlay Area 2, which are the other major transportation corridors as indicated on the zoning map. which is located at the intersection of S.E./S.W. 19th Street and James Street.

165B.17 (2) B LANDSCAPING AND SCREENING.

~~B. The parking lot setback areas along the street side of property shall be landscaped with grass or vegetative ground cover. Low shrubs and low perennials may also be planted in these setback areas as long as they do not impact sight visibility at intersections and driveways. One over-story tree shall be planted for every forty (40) lineal feet along the street, exclusive of driveway openings, except along Highway 44. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least eight (8) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every forty (40) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one (1) shrub shall be planted every ten (10) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving. The planting of trees is not required along Highway 44 in order to preserve sight visibility and to avoid interference with street lighting.~~

165B.19 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in the Chapter 165B may be waived by the City Council, after consideration by the Planning and Zoning Commission. ~~if necessary, for reasons of safety, topographic conditions, or engineering problems, as the City Council may determine. No waiver shall be authorized or permitted for relief from any of the requirements of this Chapter for reasons related primarily to the costs of compliance or aesthetic preferences. Any person seeking a waiver under this Section shall submit a written application for~~

the waiver to the City detailing the reasons for the waiver. ~~Such application shall include a detailed description of the safety, topographic condition or engineering need. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Residential Development District)~~

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this th day of and approved on this day of , 2014.

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk



ORDINANCE #628

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES Chapter 165A.27 UNDER THE HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Chapter 165B, Mixed Use Development Corridor Overlay District.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Chapter 165A, revise Section 165A.27 shall be amended to read as follows:

165A.27 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in this Chapter 165A may be waived by the City Council after consideration by the Planning and Zoning Commission. Any person seeking a waiver under this Chapter shall submit a written application to the City detailing the reasons for the waiver. ~~for reasons of safety or engineering, as the Commission may determine. No waiver shall be authorized or permitted for relief from any of the requirements of this Chapter 165A for reasons related primarily to the costs of compliance or aesthetic preferences.~~ Any person seeking a waiver under this Section shall submit a written application to the Planning and Zoning Commission which shall include a detailed description of the safety or engineering need for a waiver. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Residential Development District)

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this th day of and approved on this day of , 2014.

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

Preparer

Information: Whitfield & Eddy, P.L.C., 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309 (515) 288-6041
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

RESOLUTION No. 04-2114

RESOLUTION VACATING PUBLIC UTILITY EASEMENT IN LOT 28 OF
BRIDGE CREEK PLAT 1

WHEREAS, all prior requirements of law under Iowa Code Section 364.7 and the Grimes Code of Ordinances pertaining to the vacation of public property have been fully observed; and

WHEREAS, it is desirable that the public utility easement as more fully described herein be vacated;

WHEREAS, the Council finds that the public utility easement described herein is no longer needed for the use of the public and will be relocated and rerouted through a newly dedicated easement, and therefore, maintenance of the easement at public expense is no longer justified;

WHEREAS, the Council finds that the proposed vacation of the public utility easement proposed herein will not deny the public any right of access to their property or ability to develop their property;

WHEREAS, the Council finds that it is in the City's best interest to dispose of the public utility easement set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Grimes, Iowa:

SECTION 1. That a public utility easement located in Lot 28 of Bridge Creek Plat 1, and more specifically described as follows, be and is hereby vacated.

The East 5.00 feet of Lot 28 in Bridge Creek Plat 1, an Official Plat in the City of Grimes Polk County, Iowa, referenced as Easement #22 in that Public Utility Line Easement document filed in Book 12760 at Page 584 in the Office of the Recorder for Polk County, Iowa, EXCEPT the North 10.00 feet thereof.

and shall be transferred to the Plat's proprietor and/or its successors and/or assigns.

SECTION 2. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution and proof of publication thereof together with proof of publication of the notice of the public hearing on this matter to be properly filed in the office of the Recorder of Polk County, Iowa.

SECTION 3. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the council the _____ day of _____, 2014, and approved this _____ day of _____, 2014.

TOM ARMSTRONG, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; a municipal corporation; that the City does not have a corporate seal, and that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ passed by the City Council under Roll Call No. _____ on the ____ day of _____, 2014; and Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for said State

Preparer

Information: Whitfield & Eddy, P.L.C., 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309 (515) 288-6041
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

RESOLUTION No. 04-2114

**RESOLUTION VACATING PUBLIC UTILITY EASEMENT IN LOT 28 OF
BRIDGE CREEK PLAT 1**

WHEREAS, all prior requirements of law under Iowa Code Section 364.7 and the Grimes Code of Ordinances pertaining to the vacation of public property have been fully observed; and

WHEREAS, it is desirable that the public utility easement as more fully described herein be vacated;

WHEREAS, the Council finds that the public utility easement described herein is no longer needed for the use of the public and will be relocated and rerouted through a newly dedicated easement, and therefore, maintenance of the easement at public expense is no longer justified;

WHEREAS, the Council finds that the proposed vacation of the public utility easement proposed herein will not deny the public any right of access to their property or ability to develop their property;

WHEREAS, the Council finds that it is in the City's best interest to dispose of the public utility easement set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Grimes, Iowa:

SECTION 1. That a public utility easement located in Lot 28 of Bridge Creek Plat 1, and more specifically described as follows, be and is hereby vacated.

The East 5.00 feet of Lot 28 in Bridge Creek Plat 1, an Official Plat in the City of Grimes Polk County, Iowa, referenced as Easement #22 in that Public Utility Line Easement document filed in Book 12760 at Page 584 in the Office of the Recorder for Polk County, Iowa, EXCEPT the North 10.00 feet thereof.

and shall be transferred to the Plat's proprietor and/or its successors and/or assigns.

SECTION 2. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution and proof of publication thereof together with proof of publication of the notice of the public hearing on this matter to be properly filed in the office of the Recorder of Polk County, Iowa.

SECTION 3. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the council the _____ day of _____, 2014, and approved this _____ day of _____, 2014.

TOM ARMSTRONG, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On this _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; a municipal corporation; that the City does not have a corporate seal, and that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ passed by the City Council under Roll Call No. _____ on the ____ day of _____, 2014; and Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for said State